

**SCHOOL DISTRICT OF THE CITY OF LINCOLN PARK
SUPERINTENDENT'S EMPLOYMENT AGREEMENT (JUNE, 2011)**

The Board of Education of the School District of the City of Lincoln Park (the Board) and the School District of the City of Lincoln Park (the District) wish to employ Mr. Richard Rockwell (the Superintendent) as the District's Superintendent of Schools.

The Superintendent wishes to serve the Board and the District as the District's Superintendent of Schools according to the terms of this Agreement. THEREFORE, IT IS AGREED:

1. Term. The Board and the District will employ the Superintendent as the District's Superintendent of Schools from July 1, 2011 until June 30, 2014. Should the Board choose not to renew this Agreement at the end of its term; the Board will so notify the Superintendent in the manner required by Section 1229 of the Revised School Code.

2. Tenure. The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in another capacity, will not be considered a breach of this Agreement.

3. Qualifications. The Superintendent represents and warrants that he meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools, including those required by Section 1246 of the Revised School Code.

4. Duties. The Superintendent represents and warrants that he is able, and will continue to be able, to serve as the District's Superintendent of Schools in a competent and professional manner in compliance with applicable laws, policies and regulations adopted by the Board and as otherwise directed by the Board. The Superintendent will serve as the chief executive officer of the District. The Superintendent will be entitled to present his recommendations to the Board on any subject under its consideration and serve as an ex officio member of any committee established by the Board, excluding any committee established to investigate or evaluate his performance or any alleged conflict of interest or misconduct on his part. The Superintendent may, subject to Board approval, select, transfer, organize or reorganize District personnel, including administrative and supervisory personnel.

5. Salary and Other Remuneration.

A. The Superintendent's base salary for the term of this Agreement will be as follows: for the 2011-2012 school year, \$125,000.00; for the 2012-2013 school year, \$125,000.00; and, for the 2013-2014 school year, \$125,000.00. The Superintendent's base salary will be paid in equal installments over the course of the school year. The Board and the District may modify the Superintendent's base salary during the term of this Agreement. Under no circumstances shall the Superintendent be required to take either a decrease or lessening of terms of this Agreement because of the fact that the Agreement is reopened for negotiation.

B. In addition to salary, the District shall contribute annually Six Thousand Dollars (\$6,000) to a tax-sheltered annuity for the Superintendent during each year of this

Agreement. Such contribution shall be paid in equal amounts over the course of the school year. The annuity must meet the requirements of Internal Revenue Code Section 403(b). The Superintendent's rights under the annuity contract shall be non-forfeitable except as provided in the annuity contract. The Superintendent may arrange through a salary-reduction agreement for additional District contributions to the annuity on his behalf within applicable legal limits.

6. Fringe Benefits. The District will provide the Superintendent all fringe benefits as described in the LPAA collective bargaining agreement 2004-2010 with the following exceptions:

A. Insurance.

- (1) Life Insurance. The District will pay the premiums for a term life insurance policy for the Superintendent with a death benefit equal to his annual salary, as it may be amended from time to time.
- (2) Other Insurances. The District will provide the Superintendent with insurance benefits other than life insurance as they currently exist and may be amended from time to time by mutual agreement.

B. Vacation. The District will provide the Superintendent with 4 weeks of paid vacation per school year, exclusive of District holidays. Days not used will be compensated on a per diem rate of 260 work days per year. Payment will be made on July 1 of each year beginning July 1, 2012.

C. Sick and Personal Business Days. The District will provide the Superintendent with fifteen (15) days per school year for sickness, injury, or personal business (not to include vacations or other recreational time). The Superintendent uses six (6) days or less in one (1) year, he will receive a bonus of two (2) days that will be added to his leave bank for the following year(s).

D. Paid Holidays. The District will allow the Superintendent the same paid holidays allowed to other District employees, under the same terms and conditions.

7. Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon his presentation of itemized expense statements. These will include memberships dues and fees in ASCD, AASA, MASA, WCASA, Lincoln Park Rotary Club, Lincoln Park Chamber of Commerce and any other organizations the Board determines that it would be advantageous for the District to have him be a member.

8. Professional Development. The District will pay, or reimburse the Superintendent, for reasonable and appropriate professional organizations and activities.

9. Evaluation. The Board will meet with the Superintendent to develop a mutually agreeable instrument for the Superintendent's evaluation that is consistent with Sections 1249 and 1250 of the Revised School Code; provided, however, in the absence of mutual agreement, the Board will develop the evaluation instrument. The Board will evaluate the Superintendent's performance, in writing, on or before February 20 of each year. The Superintendent will remind the Board of its duty to evaluate his performance by so notifying the Board President, in writing, on or before January 10 of each year. After the evaluation is completed, the Superintendent will, upon request, be provided an opportunity to meet with the Board to discuss the evaluation and at his option in a closed session per conditions of the Open Meetings Act.

10. Indemnification. The District will defend and indemnify the Superintendent in the event he becomes a party or is threatened to be made a party to any threatened or pending civil action for acts or omissions within the scope of his employment as Superintendent of Schools. The Superintendent will immediately notify the Board and the District of any request for defense or indemnification. The Board and the District have the right to conduct the defense of any civil action for which the Superintendent requests defense or indemnification and the Superintendent will fully cooperate with the Board and the District in such defense. This paragraph survives the expiration of this Agreement.

11. Resignation or Termination. The Superintendent may terminate this Agreement during its term upon 90 days written notice to the Board. The Board or the District may terminate this Agreement during its term in the event of the Superintendent's death, retirement or voluntary resignation of employment. The Board retains the right to terminate this Agreement and Superintendent's employment with the School District at any time during the term of this Employment Agreement or any extension thereof for just cause. For purposes of this Employment Agreement, termination for just cause shall mean: (a) the Superintendent engaging in misconduct or a violation of Board of Education written policies which violation results in material adverse effect on the School District or its operations; (b) gross negligence, material breach of this Employment Agreement, fraud, or Superintendent's conviction of a felony; or, (c) failure to satisfy the continuing education requirements established by the State of Michigan Board of Education. Termination for just cause shall be effective fourteen (14) days after the Board gives the Superintendent written notice of termination stating the basis or bases for such termination. The Superintendent shall be afforded an opportunity for a hearing before the Board of Education regarding such notice of termination if he desires. This hearing shall be conducted in private session of the Board at the option of either the Superintendent or the Board of Education. The Superintendent shall be permitted to attend this hearing with legal representative of his own choosing and at his personal expense.

12. Limitations of Actions. The Superintendent and the District agree that any claim, demand or cause of action arising from or relating to the Superintendent's application, employment or termination must be asserted and filed no later than 180 calendar days from the date on which the claim, demand or cause of action accrues or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner (unless the applicable limitations period is shorter, in which case the shorter limitations period will apply). The Superintendent and the District agree to waive any longer limitations period.

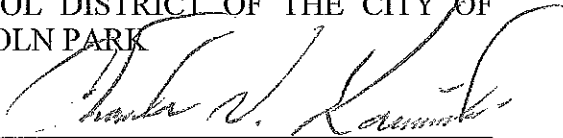
13. Waiver of Breach. The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

14. Entire Agreement. This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. This Agreement may not be modified or rescinded except by another written agreement, signed by both parties and approved by the Board in a public meeting.

SUPERINTENDENT

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF
LINCOLN PARK


Richard R. Rockwell

By: 
Charles Kaminski, President

Date: 6-28-11

Date: June 28, 2011

By: June 28, 2011
Mary Corson, Secretary

Date: Mary L. Corson